

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE**

In re:

BIG LOTS, INC., *et al.*

Debtors.

)  
 ) Chapter 11  
 )  
 ) Case No. 24-11967 (JKS)  
 )  
 ) (Jointly Administered)  
 ) Objection Deadline: 11/6/2024  
 ) Hearing Date: 11/12/2024 @ 1:30 p.m.  
 ) Related to: 511,683

**LIMITED OBJECTION OF KIMCO LANDLORDS TO NOTICE  
OF POTENTIAL ASSUMPTION OF EXECUTORY  
CONTRACTS, UNEXPIRED LEASES AND CURE AMOUNTS**

Comes now Kimco Landlords, by and through their undersigned counsel, Monzack Mersky and Browder, PA, and files this Limited Objection to Notice of Potential Assumption of Executory Contracts, Unexpired Leases and Cures (the “Possible Assumption Notice”) and in support thereof states as follows:

1. Kimco Landlords are the owners of nonresidential real property identified in the Possible Assumption Notice ( the “Leases”) which incorrectly identifies the cures. As set forth below the cures are as follows:

Site Name	Store	Claimed Cure	Correct Cure
KIR Montebello	4686	\$ 71,507.	\$ 98,833.60
Greenwood 153 SC	5382	\$30,786.	\$ 64,812.85
Kimco Coral Springs	5113	\$21,938	\$65,839.86
Kimco Bay Shore	4687	\$236,311	\$271,046.90
WRI Troutman(North Creek Plaza)	4603	\$20,904	\$41,808.66
Weingarten (Colonial Plaza)	5091	\$60,713	\$72,990.98
Main OST (Shops at Three Corners)	4195	\$17,465	\$37,090.90
RPT Realty (Southfield Plaza)	5172	\$44,950	\$95,351.25
RPT Spring Meadow( Spring Meadow Place II)	1746	\$19,018	\$82,563.63

2. Attached as Exhibit A is the itemization of each of the correct cures. Kimco objects to any assumption and assignment without the payment of the cures identified herein as itemized in Exhibit A. Kimco also reserves the right to amend the cure should the December obligations under the Leases not be received.

3. Kimco objects to any assumption which does not include the obligation of

the payment by the Assignee of all the ongoing obligation provided for in the Leases, including, but not limited to, all true ups and reconciliations which are not yet due under the Lease, and may include payments for pre-assignment obligations.

4. Kimco understands that the Successful Bidder is a going concern bid and that all terms of the Leases will remain in full force and effect. Kimco objects to any changes or amendments to the Leases.

**MONZACK MERSKY AND BROWDER, P.A.**

*/s/ Rachel B. Mersky*

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*Attorneys for Kimco Landlords*

Dated: November 4, 2024